

IQO INQUIRY

FM: PL8211

TO: Contractors

DATE (MM/DD/YYYY): 9/21/2022

SUBJECT: HC101322QA500

A. TYPE ACTION: REAWARD

1. PURPOSE: 1. SUBMIT A QUOTE TO PROVIDE, INSTALL, AND MAINTAIN A 1GB ETHERNET SERVICE ON THE IQO (BULLETIN BOARD) LEASE BETWEEN (BLDG) 241; (RM) SERVER; (FL) 8; 241 18TH ST. SUITE 800, CRYSTAL CITY, VA 22202 (CRYSLML1/CCI) AND (BLDG) 2521; (RM) COMPUTER CENTER; 2521 SOUTH CLARK STREET, CRYSTAL CITY, ARLINGTON, VA 22202 (CRYSTLCY/CCI)

-CURRENT CSA IS CAST000011EBM

- THE PROPOSED AND APPROVED RTD SHALL BE NO GREATER THAN 13MS ONE-WAY WITHIN THE 48 CONTINENTAL STATES. ANY APS SWITCHOVER SHALL TAKE LESS THAN 50 MILLISECONDS MONTHLY AVAILABILITY SHALL BE NO LESS THAN 99.5% TO EFFECTIVELY SUPPORT THE GOVERNMENT'S MISSION. THE GOVERNMENT ACCEPTING AUTHORITY WILL CONFIRM THE RTD DURING THE TURN-UP AND TEST PHASE AND IF IT DOES NOT ALIGN WITH THE CONTRACTORS PROPOSAL, DISA IE161 WILL NOTIFY DITCO IMMEDIATELY IN WRITING. ANY CHANGES TO THE RTD AFTER AWARD ARE NOT ACCEPTABLE..

- SEE UNIQUE INSTALL FACTS

- CUSTOMER REQUESTS SOONER IF POSSIBLE SERVICE DATE (SIP)

- VENDOR QUOTE MUST INCLUDE THE A LOC AND Z LOC LEC'S ALONG WITH THE VENDOR'S SUB-CONTRACTOR/LONG-HAUL PROVIDER/CARRIERS FOR THE SERVICE

-VENDOR QUOTES MUST INDICATE IF LEC'S ARE CURRENTLY ON-NET OR IF A BUILD IS REQUIRED TO COMPLETE THE SERVICE.

- IF A BUILD IS REQUIRED TO COMPLETE THE SERVICE, VENDOR MUST INDICATE THE SCOPE OF THE BUILD (LENGTH, BURIED/AERIAL, TRENCHING/DIRECTIONAL BORING, NEW CONDUIT, ETC), AND VENDOR MUST INDICATE IF THE SITE HAS GRANTED PERMISSION FOR VENDOR TO BUILD INTO THE SITE (MUST ALSO PROVIDE THE SITE POC'S NAME THAT GRANTED PERMISSION) AND HAS SUFFICIENT SPACE, POWER AND HVAC CAPACITY TO SUPPORT THE VENDOR EQUIPMENT AND CABLING.

2. CONTRACTORS ARE RESPONSIBLE FOR READING AND ADDRESSING ALL TECHNICAL REQUIREMENTS OF THIS INQUIRY/SOLICITATION, READING AND AGREEING WITH THE STANDARD PROVISIONS, PROVIDE PRICE QUOTATION IN ACCORDANCE WITH STANDARD PROVISION 4, AND MEET THE REQUESTED SERVICE DATE.

3. THE SERVICE DATE TO BE MET IS: 06 FEB 23 (SIP) TO COMPLY WITH PROCUREMENT ACQUISITION LEAD TIME (PALT) FOR THIS TYPE OF SERVICE. ANY CHANGES TO THE

ORIGINAL SERVICE DATE WILL BE NOTIFIED VIA AMENDMENT TO THE SOLICITATION AND POSTED TO FBO. THE GOVERNMENT ASSUMES THAT CONTRACTORS HAVE CONSIDERED ALL ISSUES THAT MAY DELAY THE DELIVERY OF CIRCUIT ON REQUESTED SERVICE DATE. THE GOVERNMENT MAY CANCEL, TERMINATE, OR REQUEST CONSIDERATION IAW STANDARD PROVISION 42 FOR FAILURE TO MEET CONTRACTUAL SERVICE.

4. CONTRACTORS MUST ENSURE THAT QUOTES SHALL INCLUDE SUFFICIENT DETAIL FOR EFFECTIVE EVALUATION AND SHOULD NOT SIMPLY REPHRASE OR RESTATE THE GOVERNMENT REQUIREMENTS. RATHER, CONTRACTORS MUST PROVIDE CONVINCING RATIONALE TO ADDRESS HOW THEY INTEND TO MEET THE REQUIREMENT. IN RESPONSE TO THIS SOLICITATION, NO TERMS OR CONDITIONS PLACED UPON THE GOVERNMENT, NOR ASSUMPTIONS WILL BE ACCEPTED. CONTRACTORS ARE INSTRUCTED TO SUBMIT QUESTIONS AND REQUEST CLARIFICATIONS OF THE REQUIREMENT (S) BEFORE SUBMITTING QUOTES. QUOTES MUST BE UPLOADED TO IDEAS.

5. THIS REQUIREMENT MUST BE WORKED IN CONJUNCTION WITH SOLICITATION HC101322QA501/TSR DM09SEP227705 AND MUST BE ENGINEERED AND PROVISIONED TOTALLY DIVERSE END TO END FROM THE GOVERNMENT SERVICE DELIVERY POINTS (SDP) FROM TSR DM09SEP227705 MEANING THE PHYSICAL PATHS ARE TOTALLY SEPARATE INCLUDING MANHOLES, CONDUIT, CENTRAL OFFICE LOCATIONS, AND FIBER BUILDS. IN ADDITION AS A MINIMUM MUST HAVE 50 METERS / 164 FEET PHYSICAL SEPARATION FROM TSR DM09SEP227705.

6. AWARDS OF DIVERSE REQUIREMENTS WILL ONLY BE SPLIT BETWEEN TWO CONTRACTORS IF THE DIVERSITY, RTD, SERVICE DATE AND LOWEST PRICE REQUIREMENTS ARE PRESERVED. DITCO WILL ATTEMPT TO AWARD BOTH REQUIREMENTS TO THE SAME VENDOR, BUT TO DETERMINE THE AWARDEE(S) OF DIVERSE REQUIREMENTS, THE GOVERNMENT WILL FIRST EVALUATE THE LOWEST PRICED SOLUTION FOR EACH SOLICITATION. IF THOSE TWO SOLUTIONS ARE DIVERSE FROM EACH OTHER AND MEET ALL REQUIREMENTS, AWARD WILL BE MADE TO THE CONTRACTOR OR CONTRACTORS THAT PROPOSED THE TWO SOLUTIONS. IF THE TWO LOWEST PRICED SOLUTIONS ARE NOT AWARDBLE BECAUSE THEY ARE NOT DIVERSE FROM EACH OTHER OR DO NOT MEET REQUIREMENTS, THE GOVERNMENT WILL EVALUATE THE NEXT LOWEST PRICED COMBINATION FOR BOTH SOLICITATIONS UNTIL IT DETERMINES THE LOWEST PRICED COMBINATION THAT MEETS ALL REQUIREMENTS. AWARDS WILL BE MADE AS A PAIR TO ONE CONTRACTOR ONLY OR SPLIT THE AWARD BETWEEN TWO CONTRACTORS THAT MEET ALL TECHNICAL REQUIREMENTS, REQUESTED SERVICE DATE AND PROPOSE THE LOWEST PRICE.

7. CONTRACTOR SHALL PROVIDE COLOR POWERPOINT DRAWINGS SHOWING THE ROUTES FROM THE COMMERCIAL DEMARKS TO THE SUPPORTING CENTRAL OFFICES AND/OR WIRING CENTERS, ENSURING THE PHYSICAL END TO END DIVERSITY REQUIREMENTS ARE BEING MET. DRAWINGS MUST INCLUDE SEPARATION DISTANCES, TOTAL FIBER MILES AND ROUNDTRIP DELAY BASED ON ACTUAL DISTANCE IN MILES. REFER TO STANDARD PROVISION 39 FOR SPECIFIC DOCUMENTATION REQUIREMENTS. SAMPLE DRAWINGS INCLUDED WITH INQUIRY/SOLICITATION SHALL BE FOLLOWED IN ORDER TO PROVIDE THE REQUIRED TECHNICAL INFORMATION. MAPS AND DRAWINGS WITH ERRORS, MISMATCH INFORMATION, MISSING RTD, AND NOT ENOUGH DETAIL TO DETERMINE DIVERSITY THROUGHOUT THE FIBER PATH WILL BE FOUND TECHNICALLY DEFICIENT AND WILL NOT BE ACCEPTED.

8. PRE AWARD SITE SURVEYS ARE AUTHORIZED (AT CONTRACTOR EXPENSE) AND SHOULD BE CONDUCTED IN COORDINATION WITH LOCAL POCS AT EACH GOVERNMENT

SITE. IT IS HIGHLY RECOMMENDED THAT AT A MINIMUM, CONTRACTORS CONDUCT PHONE SURVEYS TO ADEQUATELY ASSESS THE MAGNITUDE OF THE WORK TO BE PERFORMED IN DETERMINING THEIR PRICE STRATEGY.

9. CONTRACTORS MUST ADDRESS IN QUOTES COMPLIANCE WITH TESTING AND ACCEPTANCE REQUIREMENTS..

10. TESTING & ACCEPTANCE REQUIREMENTS MUST BE COORDINATED WITH CUSTOMER ACCEPTANCE AUTHORITY BEFORE NOTICE OF COMPLETION IS SUBMITTED TO DITCO.

FOR DISA REQUIREMENTS THE TESTING AND ACCEPTING AUTHORITY IS:

DISA DSCC IE Mailbox DCP Commercial Activation

11. THIS IS A REAWARD OF A CURRENT SERVICE, CSA CAST000011EBM IF THE INCUMBENT QUOTE IS EVALUATED AS THE LOWEST PRICE TECHNICAL ACCEPTABLE, THE CURRENT CSA WILL BE ADMINISTRATIVELY DISCONTINUED USING THE DATE PRIOR TO THE START DATE OF NEW CSA.

FAILURE TO READ AND ADDRESS ANY OF THE TECHNICAL REQUIREMENTS AND SERVICE DATE REQUESTED IN THIS INQUIRY SHALL RENDER THE QUOTE NON-COMPLIANT AND RESULT IN IT BEING EXCLUDED FROM EVALUATION AND AWARD.

If there are more than two locations, their information will be found in Attachment B to this Order.

B. ALLA NUMBER:

C. TSP AUTHORIZATION CODE/RESTORATION CODE: NA

D. DEMANDER'S CODE:

E. SERVICE DATE (MM/DD/YYYY): 2/6/2023

F. TYPE OF CIRCUIT:

1. BANDWIDTH/DATA RATE: 1 Gigabit

2. SIGNALING MODE: No Signaling

G. LOCATION OF TERMINATION A:

1. ADDRESS: 241; 241 18TH ST. SUITE 800CRYSTAL CITY, VA 22202

2. ROOM: SERVER; 8 FL

H. LOCAL PART A:

1. EXTENSION OF TELECOMMUNICATIONS SERVICE: All facilities between vendor's commercial communications interface point and termination location shall be provided by vendor. All cables shall be run in accordance with local site standards

2. INTERFACE: GIGABIT ETHERNET; ELECTRICAL: 1000BASE-LX;PHYSICAL: SNAP CLICK (SC)

3. DEMARK: (BLDG) 241; (RM) SERVER; (FL) 8;
241 18TH ST. SUITE 800,

CRYSTAL CITY, VA 22202

(PMRY POC) MR. RUSSELL E MEADOWS; (CMCL) 703-699-1104

4. NPA/NXX: 703/699

5. UNIQUE INSTALLATION FACTORS: FOR LOCAL COMMUNICATIONS UNIT: THE LOCAL COMMUNICATION UNIT WILL EXTEND SERVICE FROM THE COMMERCIAL DEMARC TO THE SERVICE DELIVERY POINT (SDP).

FOR CIRCUIT ACTIVATION ASSISTANCE CONTACT DCP COMMERCIAL ACTIVATION TEAM (CAT) AT D312-850-0820, C614-692-0820.

DISA REQUIRES THAT CIRCUIT VENDOR OBTAIN A SIGNATURE FROM A RESPONSIBLE SITE POC CERTIFYING THAT THE VENDOR PROVIDED THE CONNECTIVITY AND THAT THE CIRCUIT IS PROPERLY TAGGED WITH CIRCUIT ID AND TSR NUMBER OR CCSD.

FOR THE VENDOR: VENDOR WILL DELIVER SERVICE TO THE COMMERCIAL DEMARC IDENTIFIED IN THE DOCUMENT.

6. INSIDE WIRE INSTALLATION/MAINTENANCE REQUIRED: CPIWI-NO/CPIWM-NO

7. CONTACT: (PMRY POC) MR. RUSSELL E MEADOWS; (CMCL) 703-699-1104

(UNCLASS ORG) RUSSELL.E.MEADOWS.CTR@MAIL.MIL

I. TERMINATION EQUIPMENT A: COMMERCIAL DEMARK

J. LOCATION OF TERMINATION B:

1. ADDRESS: 2521, 2521 SOUTH CLARK STREETCRYSTAL CITY, ARLINGTON, VA 22202

2. ROOM: COMPUTER CENTER

K. LOCAL PART B:

1. EXTENSION OF TELECOMMUNICATIONS SERVICE: All facilities between vendor's commercial communications interface point and termination location shall be provided by vendor. All cables shall be run in accordance with local site standards

2. INTERFACE: GIGABIT ETHERNET; ELECTRICAL: 1000BASE-LX;PHYSICAL: SNAP CLICK (SC)

3. DEMARK: (BLDG) 2521; (RM) COMPUTER CENTER;

2521 SOUTH CLARK

STREET, CRYSTAL CITY, ARLINGTON, VA 22202

PRI: DERRICK LAWSON, C703-601-1426

ALT: SHAWN DUBOIS, C208-590-3100

4. NPA/NXX:703/940

5. UNIQUE INSTALLATION FACTORS: THE LOCAL COMMUNICATION UNIT WILL EXTEND SERVICE FROM THE COMMERCIAL DEMARC TO THE SERVICE DELIVERY POINT (SDP).

FOR CIRCUIT ACTIVATION ASSISTANCE CONTACT DCP COMMERCIAL ACTIVATION TEAM (CAT) AT D312-850-0820, C614-692-0820.

DISA REQUIRES THAT CIRCUIT VENDOR OBTAIN A SIGNATURE FROM A RESPONSIBLE SITE POC CERTIFYING THAT THE VENDOR PROVIDED THE CONNECTIVITY AND THAT THE CIRCUIT IS PROPERLY TAGGED WITH CIRCUIT ID AND TSR NUMBER OR CCSD.

VENDOR WILL DELIVER SERVICE TO THE COMMERCIAL DEMARC IDENTIFIED IN THE DOCUMENT.

IMPLEMENTATION ASSISTANCE: FOR SERVICE ACTIVATION INQUIRIES / SCHEDULING / ASSISTANCE, NAVIGATE TO THE DISA GLOBAL SERVICE ACTIVATIONS TEAM CUSTOMER ACCESS PORTAL: [HTTPS://DISA.DEPS.MIL/DISA/COP/GSM-O/BACKBONE/CUSTOMER%20ACCESS%20SITE/SITEPAGES/SAM%20CUSTOMER%20HOMEPAGE.ASPX](https://disa.deps.mil/disa/cop/gsm-o/backbone/customer%20access%20site/sitepages/sam%20customer%20homepage.aspx), OR CONTACT DSN 312-418-8627, CMCL 001-618-418-8627

6. INSIDE WIRE INSTALLATION/MAINTENANCE REQUIRED: CPIWI-NO/CPIWM-NO

7. CONTACT: PRI: DERRICK LAWSON, C703-601-1426

EMAIL: DERRICK.LAWSON.CTR@JSF.MIL

ALT: SHAWN DUBOIS, C208-590-3100

EMAIL: SHAWN.DUBOIS.CTR@JSF.MIL

ALT: BRIAN BERGER, C703-601-5667

EMAIL: BRIAN.BERGER@JSF.MIL

ALT: TIM BUCCI, C805-989-4531

EMAIL: TIMOTHY.BUCCI@JSF.MIL

L. TERMINATION EQUIPMENT B: COMMERCIAL DEMARK

M. ADDITIONAL INFORMATION:

1. DITCO CSA NUMBER:

2. BASIC AGREEMENT NUMBER: TBD

3. TSR NUMBER: DM02SEP227704

4. CCSD: SVI6H2F1

5. DIVERSITY REQUIREMENTS: DIVERSE FROM CCSD SVI6HT91

6. LOCATIONS TO BE AVOIDED: N/A

7. TRANSMISSION MEDIA TO BE AVOIDED: N/A

8. NETWORKS TO BE AVOIDED: N/A

9. CIRCUIT PARAMETERS: SEE TESTING REQUIREMENTS

10. TESTING REQUIREMENTS: VENDOR WILL PERFORM ACCEPTANCE TESTING IN ACCORDANCE WITH EITHER RFC-6815 OR ITU-T Y.1564. VENDOR MUST TEST THE CIRCUIT FOR 24 HOURS IAW ITU-T.Y.1564 SPECIFICALLY, FRAME SIZES OF 64,128,256,512,1024,1280 AND 1518 BYTES MUST BE USED. THE TEST MUST VERIFY LENGTH OF RECEIVED FRAMES, INDICATE NUMBER OF FRAMES DROPPED, NUMBER OF FRAMES RECEIVED OUT OF ORDER, AND DUPLICATE FRAMES. TESTS MUST BE BI-DIRECTIONAL USING THE SAME DATA RATE IN EACH DIRECTION. BURST TESTS MUST BE RUN TO DETERMINE MINIMUM INTERVAL BETWEEN FRAMES THAT CAN BE PROCESSED WITHOUT FRAME LOSS. A THROUGHPUT TEST IS REQUIRED INDICATING THE FASTEST RATE AT WHICH TEST FRAMES CAN BE TRANSMITTED WITHOUT FRAME LOSS. A SEPARATE THROUGHPUT TEST MUST BE RUN WITH FRAMES ADDRESSED TO THE HARDWARE BROADCAST ADDRESS CONSTITUTING AT LEAST 1% OF THE TEST STREAM AND BE EVENLY DISTRIBUTED THROUGHOUT THE TEST. A LATENCY TEST MUST BE RUN FOR A PERIOD OF NO LESS THAN 120 SECONDS, AND REPEATED NO LESS THAN 20 TIMES. THE TEST STREAM FOR THE LATENCY TEST SHOULD BE RUN AT THE THROUGHPUT RATE FOR CORRESPONDING FRAME SIZES FROM THE THROUGHPUT TEST. END TO END LATENCY WILL BE CALCULATED AS THE AVERAGE OVER THE 20 TEST RUNS. FRAME LOSS RATE TESTS SHOULD BE RUN AT THE FRAME RATE CORRESPONDING TO THE MAXIMUM FRAME RATE, AND REDUCED BY 10% INTERVALS UNTIL THERE ARE AT LEAST TWO CONSECUTIVE RUNS IN WHICH NO FRAMES ARE LOST. THROUGHPUT TEST RESULTS: PASSING RATE 100% FOR ALL FRAME BYTE SIZES EXERCISED. FRAME LOSS RATE (%) RESULTS: FRAME LOSS RATE LESS THAN 0.01% FOR ALL FRAME BYTE SIZES EXERCISED. LATENCY WILL BE MEASURED ACCORDING TO THE FOLLOWING MAXIMUM TRANSMISSION DELAY FOR ANY CIRCUIT UP TO 500 MILES AIR-MILES IN LENGTH SHALL BE NO GREATER THAN 13MS ONE-WAY AND ANY POINT-TO-POINT CIRCUIT LONGER THAN 500 AIR-MILES SHALL BE NO GREATER THAN 50MS ONE WAY WITHIN THE 48 CONTINENTAL STATES. ANY APS SWITCHOVER SHALL TAKE LESS THAN 50 MILLISECONDS MONTHLY AVAILABILITY SHALL BE NO LESS THAN 99.5%.

11. GOVERNMENT ACCEPTANCE ACTIVITY: OSD/(CMCL) 703-699-1104

12. SECURITY/ REQUIREMENTS: CLEARANCE REQUIRED; ESCORT REQUIRED; CONTACT KAREN ROBINSON DPAA CRYSTAL CITY FOR ACCESS

13. SITE ACCESS REQUIREMENTS: AN ESCORT IS REQUIRED. ALL VISITORS MUST CONTACT THE SITE POC'S FOR ACCESS AT LEAST 1 WEEK PRIOR TO ANY SITE VISITS. THIS ADVANCE NOTICE WILL BE WAIVED IN THE EVENT OF A CIRCUIT OUTAGE.

14. DITCO STANDARD PROVISIONS: Incorporated in full text below

V. QUOTE DUE DATE AND TIME (MM/DD/YYYY): 10/21/2022 4:00 PM America/Chicago

Z. DITCO CONTACT:

Karen Pakosta

Not Applicable

karen.s.pakosta.civ@mail.mil

Robert E Spencer

DITCO Contracting Officer
618-418-6181
robert.e.spencer.civ@mail.mil

Section G - Contract Administration Data

Included Clauses

G1 - Points of Contact - MAY 2022

Communications with the Contractor will be conducted with the identified Point(s) of Contact (POC). Should a change in POC be required, the Contractor shall initiate this request through notification to the Contracting Officer.

Contracting Officer

Name: Robert Spencer
Organization/Office Symbol: DISA/DITCO/PL8211
Phone No.: 618-418-6181
E-Mail Address: robert.e.spencer.civ@mail.mil

Contract Specialist

Name: Karen Pakosta
Organization/Office Symbol: DISA/DITCO/PL8211
Phone No.: 618-418-6885
E-Mail Address: karen.s.pakosta.civ@mail.mil

Standard Provisions

252.204-7012 - Safeguarding Covered Defense Information and Cyber Incident Reporting - DEC 2019

(a) Definitions. As used in this clause--

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan

horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapidly report" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013 , Rights in Technical Data--

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010 , Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009 , Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for

subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7016 - Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation - DEC 2019

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 - Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation - MAY 2021

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.204-7018 - Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services - JAN 2021

(a) Definitions. As used in this clause--

Covered defense telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered

missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

252.239-7098 - Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites—Representation (Deviation 2021-O0003) - APR 2021

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment - NOV 2021

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in

the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that--

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed

use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment - NOV 2021

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered Telecommunications Equipment or Services means-

- (1) Telecommunications equipment produced by Huawei Technologies company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology company, or Dahua Technology company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the Government of a Covered foreign country.

critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, Materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of Covered Telecommunications Equipment or Services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain national defense authorization Act for fiscal year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a substantial or essential component of any system, or as critical technology as part of any system. The contractor is prohibited from providing to the Government any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain national defense authorization Act for fiscal year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of Covered Telecommunications Equipment or Services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the contractor identifies Covered Telecommunications Equipment or Services used as a substantial or essential

component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the contracting officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the contractor shall report to the contracting officer for the indefinite delivery contract and the contracting officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier Unique Entity Identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services, and any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

(End of clause)

52.204-26 - Covered Telecommunications Equipment or Services-Representation - OCT 2020

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

STANDARD PROVISION - 01 - DITCO BASIC AGREEMENT - AUG 2017

To be eligible to receive any Order or Circuit Demand resulting from this Inquiry, Contractor/Telecommunication Provider (TP) shall have a DITCO Basic Agreement (BA) signed by both the Government and the Contractor. See Federal Acquisition Regulation 16.702 -- Basic Agreements. DITCO BA contains additional terms and conditions that shall be incorporated into any Order or Circuit Demand by reference. Contractor/TP shall identify its assigned DITCO BA number (e.g., HC10XXXXHXXXX) and agreement date in its quote. Contractors/TPs that do not have a current DITCO BA must execute one with the appropriate DITCO Office prior to submitting any quotes. The Contractor/TP must provide the following organizational information as registered in System of Award Management (SAM):

Legal Business Name

Address

DUNS

CAGE

Phone and FAX number

POC if different from the POC for Government Business as indicated in your SAM registration

Name and title of organization official to sign the Basic Agreement

DITCO Europe Basic Agreements: Contractor/TPs must obtain a blank BA from the Integrated Defense Enterprise Acquisition System (IDEAS) Contractor web site under references tab <https://depsland.csd.disa.mil/html/vendor.html>; complete it with their organizational information, sign, and return BA to the following applicable email address for signature before submitting any quotes. Any questions concerning the DITCO Europe BA may be emailed to disa.stuttgart.ditco.mbx.pl511@mail.mil, and any questions concerning the DITCO SWA BA may be emailed to disa.stuttgart.ditco.mbx.pl52@mail.mil.

DITCO U.S. Basic Agreements: Contractor/TPs should review the template of the DITCO US BA located on the above website and email their organizational information as registered in SAM.gov to email address disa.scott.ditco.mbx.basic-agreements@mail.mil. DITCO-Scott will validate the Contractor/TP organizational information, process a new BA and send it to the Contractor/TP for final review and completion of blocks 30a, 30b, and 30c of the BA document (Solicitation/Contract/Order for Commercial items (SF 1449)). The BA must be signed and returned before submitting any quotes. Any questions concerning the DITCO U.S. BA may be emailed to the above address.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND," and provide the Contractor/TP's current BA number and execution date.

STANDARD PROVISION - 02 - UNDERSTANDING OF DITCO IQO ACQUISITION DESKBOOK - APR 2019

Contractor/Telecommunications Provider (TP) acknowledges it has read and understands the current published "DITCO Inquiry/Quote/Order (IQO) Acquisition Deskbook" version 7.1 available from the Integrated Defense Enterprise Acquisition System (IDEAS) Contractor web site <https://depsland.csd.disa.mil/html/vendor/vendorreference.html>. Contractor agrees that the most recent Standard Provisions as set forth in this order take precedent over any conflicting terms and conditions in the BA.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND."

STANDARD PROVISION - 03 - TARIFF INFORMATION - AUG 2015

A. The prices agreed upon at time of award shall be the prices the Contractor/Telecommunications Provider (TP) shall have filed or may file in applicable tariffs with appropriate regulatory authority.

B. The Contractor/TP shall indicate whether service will be provided under a filed tariff or a tariff to be filed with the Federal Communications Commission (FCC) or Public Utilities Commission (PUC) as applicable.

(1) If the prices contained in the Contractor/TP's quote are under existing tariffs, these prices shall be footnoted to indicate the applicable tariff, section, paragraphs(s) and page number(s) with their revision number.

(2) If the prices contained in the Contractor/TP's quote are not filed tariffs, state whether they are to be added to Contractor/TP's existing tariffs (provide tariff number).

(3) If the prices are to be filed as a special tariff, a copy of the proposed special tariff shall be provided to DITCO electronically along with the quote or, in the event that it cannot be provided, the proposed special tariff page(s) shall be sent separately to the DITCO Contract Specialist or Contracting Officer. Absence of the special tariff page(s) with the quote shall not be considered as non-responsive; however, page(s) should be received within five days after receipt of the quote.

C. Any tariff that contains a provision with a minimum service period will not be allowed. Quotes containing tariffs with such a minimum service period must have that period portion of the tariff waved in order to be considered for evaluation.

D. Any quote which contains a rate reduction from the existing approved rate must include a statement as to which rate will apply (i.e., for billing purposes) effective on the date of service. No further documentation is required if the reduced rate will be filed in a tariff beginning on the service date. If, however, the reduced rate cannot be billed until after regulatory authority approval, the quote should state 1) by what date the company would expect to obtain approval (and commensurate billing begin) and 2) what assurance can be provided to suggest the validity of that projected bill.

E. Should an Order be issued based on a quote containing a proposed rate reduction from the existing tariff (domestic or foreign) and that proposed rate reduction is later disapproved, resulting in that quote no longer being low, the government has the right to cancel/terminate the Order at no costs to the Government.

F. In advance of any tariff change applicable to this contract, the Contractor shall provide electronic notification, with the tariff transmittal and accompanying pages, to the DITCO Tariff Team at disa.scott.ditco.mbx.tariffs@mail.mil, subject line: Tariff Transmittal for Continental United States (CONUS) requirements or to the DITCO Contracting Office at disa.stuttgart.ditco.mbx.pl511@mail.mil, subject line: Tariff Transmittal for OCONUS requirements.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY" and provide requested tariff documents with the quote including the name of the foreign telecommunications provider with whom contractor has an operating agreement, if applicable.

STANDARD PROVISION - 04 - QUOTE PREPARATION - AUG 2017

Contractor/Telecommunications Provider (TP) shall identify their legal business name, basic agreement number, DUNS number and CAGE code on all quotes submitted for consideration. Contractor/ TP quote shall respond to each paragraph of this Inquiry separately and to each subparagraph under section M (additional information) separately if applicable. Contractor/TP shall agree to satisfy all technical aspects of Inquiry. Any technical aspects of Inquiry that Contractor/TP is unable or unwilling to satisfy shall be addressed by Contractor/TP. Contractor/TP shall indicate whether it can provide service within XX days after award. If Contractor/TP cannot meet service date, Contractor/TP shall indicate date that it can provide service. If Contractor/TP's ability to meet a requested date is dependent upon receipt of an Order or Circuit Demand by a certain date, this condition shall be stated in quote.

All charges quoted shall be understood to be firm fixed price (FFP) for the life of the contract. Firm fixed price quotes must account for all applicable charges (e.g., charges from Subcontractors or other Contractors/TPs, taxes, surcharges, universal service fund, fees, etc.), and these charges may not be billed separately. All charges shall state quantity and costs per unit as

non-recurring charges (NRC) and monthly recurring charges (MRC). Charges not included in quote shall not be added to subsequent invoices, and U.S. Government shall not be obligated to pay charges that are not specified in quote and authorized in resultant Order or Circuit Demand. A Contractor's/TP's quote may be determined unacceptable if the quote takes exception to any of the terms of the Inquiry, if the quote fails to meet any requirements, or if the quote presents any ambiguity or uncertainty regarding the Contractor's/TP's intention to meet requirements.

Quotes must clearly state up front whether the quote contains tariff charges. Tariff charges must be listed at time of proposal, all other charges are considered firm fixed price. Charges required by tariffs must be identified in the quote, with the effective date, National Exchange Carrier Association (NECA) ; and include the applicable tariff reference by name, section, paragraph, revision number, and effective date of each page. Additionally, any future tariff changes will be electronically submitted, with the tariff transmittal and accompanying pages, to disa.scott.ditco.mbx.tariffs@mail.mil, subject line: tariff transmittal.

All quotes shall be provided in English.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND, WILL COMPLY" and provide the required information with a statement confirming prices are FFP unless explicitly stated on proposal.

STANDARD PROVISION - 12 - ONE-STOP-SHOPPING/END-TO-END SERVICE VS HALF CIRCUITS NATIONAL AUTHORITY PROCEDURE - AUG 2017

U.S. Government's preference is to obtain this service on a "One-Stop-Shopping" (OSS) or end-to-end service basis. Under an OSS or end-to-end arrangement, Contractor/Telecommunications Provider (TP) receiving this contract shall have total responsibility for end-to-end technical sufficiency and invoicing (i.e., end-to-end provisioning, restoral/maintenance, and invoicing) for entire service. Government may consider half circuit quotes when it is unsuccessful in obtaining an OSS/end-to-end quote, when OSS/end-to-end quote charges cannot be determined to be fair and reasonable, or when determined to be in best interest of U.S. Government. Therefore, all Contractors/TPs are advised to submit a half circuit quote in addition to any OSS/end-to-end quote they provide. All half-circuit quotes must identify Contractor/TP that they have coordinated with to provide complete service, along with agreed upon circuit midpoint.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND," and identify the coordinating Contractor/TP and the circuit midpoint for half circuit Quotes.

STANDARD PROVISION - 17 - SUBMISSION OF QUOTES - AUG 2017

Due date for quotes in response to this Inquiry is found in Paragraph V. DITCO's required method of receiving quotes is via Integrated Defense Enterprise Acquisition System (IDEAS), unless Inquiry specifically authorizes the use of other electronic media. However, Contractors/TPs not authorized to obtain a PKI certificate may submit their quotes to the applicable following address that issued the inquiry.

DITCO-Scott (IQO Section) disa.scott.ditco.mbx.pl8211@mail.mil
 DITCO-Scott (PL8212 Section) disa.scott.ditco.mbx.pl8212@mail.mil
 DITCO-Pacific (Ford Is Office) disa.jbphh.ditco.mbx.iqo@mail.mil
 DITCO-Pacific (Alaska Office) disa.jber.ditco.other.ditcoako@mail.mil
 DITCO-Europe (Stuttgart Office) disa.stuttgart.ditco.mbx.pl511@mail.mil
 DITCO-Europe (SWA Bahrain Office) disa.stuttgart.ditco.mbx.pl52@mail.mil

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND," and provide Quote by due date and time.

STANDARD PROVISION - 21 - QUOTES RECEIVED AFTER DUE DATE AND WITHDRAWALS OF QUOTES - AUG 2015

It is the responsibility of each Contractor/Telecommunication Provider (TP) to provide its quote (or any modification or revision) to the DITCO Contracting Office that issued Inquiry by quote due date. Accordingly, U.S. Government is not obligated to consider any quote or revised quote received after quote due date.

Contractor/TP may withdraw its quote at any time prior to U.S. Government issuing an Order or Circuit Demand. Upon receipt of a written quote withdrawal notification from a Contractor/TP, quote will be withdrawn and eliminated from further consideration by U.S. Government.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND."

STANDARD PROVISION - 23 - EVALUATION OF QUOTES-TECHNICAL/SERVICE DATE/PRICE - AUG 2017

After receipt of quotations, the Government will first evaluate the lowest price quotation. If the lowest price quotation is determined to be technically acceptable and otherwise properly awardable, award will be made to that offeror. The Government reserves the right to evaluate only the lowest price quotation or to conduct further evaluations of additional quotations. Quotes received in response to this Inquiry will be evaluated for technical acceptability, commitment to meet the required service date, and total price. Government contractor support may be utilized to analyze technical and price aspects of quotes submitted. The Government intends to issue an Order/Circuit Demand to the Contractor/Telecommunication Provider (TP) whose quote is determined to be the lowest priced, technically acceptable quote that meets the government's service date. In the event that none of the quotes meets required service date, U.S. Government may consider quotes that agree to provide service on a date later than required service date. For evaluation purposes, total price will be determined by adding charges contained in the Quote (NRC, MRC, and any expedite charges) for the total not to exceed contract period (i.e., not to exceed service life or term, as appropriate).

The Government intends to evaluate quotations and award a contract without discussions. However, the Government reserves the right to conduct discussions or seek clarifications if the Contracting Officer (KO) determines they are necessary. If discussions are required, the number of quotations being competitively considered may be narrowed to the most highly rated quotations. The Government further reserves the right to reduce the number of quotations being competitively considered to the greatest number that will permit efficient competition among the most highly rated quotations. If an offeror's quotation is removed from further consideration for award, written notice of the removal will be provided to the offeror. In the event issues pertaining to a proposed inquiry cannot be resolved to the KO's satisfaction, the Government reserves the right to withdraw and cancel the proposed inquiry. In such event, offerors will be notified in writing.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND."

STANDARD PROVISION - 27 - APPROVALS AND PERMITS - AUG 2017

Contractor/Telecommunications Provider (TP) receiving this contract shall be responsible for having or obtaining all approvals and permits necessary to provide this service. The requirement that the TP obtain all approvals and permits is a contract administration issue. Inability of Contractor/TP to obtain any such approval or permit shall not be a valid basis for not meeting service date or providing service. Failure of a Contractor/TP to obtain any approval or permit necessary to provide this service may result in termination of this contract by U.S. Government for default at no cost to U.S. Government and/or receipt of a negative past performance rating.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 30 - CONTRACT PERIOD - AUG 2017

This telecommunications service contract shall continue on a month to month basis with a not to exceed date of 60 months. After this period the contract will be considered expired with no authority for service to continue unless mutually agreeable by both parties. Should service continue through the end of this contract period, no modification will be issued to authorize discontinuance of service. The minimum service period shall be one month. Accordingly the U.S. Government may discontinue service, at no additional cost to U.S. Government. U.S. Government will provide Contractor/Telecommunications Provider (TP) 30 days notice prior to discontinuing service before the not to exceed period. Contractors shall consider the ability of the Government to discontinue service with 30 days notice when determining the reasonableness of incurring any costs. See DFARS 252.239-7007, Cancellation Or Termination Of Orders.

Quotes that do not accept the minimum one month service period may be excluded from the competition and found unacceptable. In the event U.S. Government is unable to obtain quotes that meet this minimum service period, U.S. Government may consider quotes with a minimum service period greater than one month.

The Government reserves the right to re-solicit these contracted services prior to the end of the not to exceed contract period when commercial market pricing demonstrates these services become available at lower prices.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 33 - COMPLETION NOTICE - AUG 2017

Contractor/Telecommunications Provider (TP) shall provide a completion notice to DITCO within 72 hours of delivering service to U.S. Government acceptance activity. The customer then has an additional 72 hours to notify DITCO if they disagree that the service is complete. A completion notice must include following information: (1) Contract PIID number; (2) DITCO CSA number, (3) DITCO TSR number, (4) type of action, (5) contracted service date, (6) date service was delivered to and accepted by U.S. Government acceptance activity; (7) commercial circuit identifier or phone number; (8) Contractor's/TP's trouble reporting number; (9) Contractor bill cycle end date; (10) a listing of any equipment installed on government premises by location and any deviations from service ordered; (11) name, phone number, and e-mail address U.S. Government representative (non-DITCO) that accepted service; and (12) Contractor/TP POC name, phone number, and e-mail address; (13) Local Exchange Company (LEC) circuit identification (ID) number(s). Unless deviations are identified, completion notice will serve as Contractor/TP's confirmation that service was provided in accordance with contract. A follow-up completion notice will be required when deviations are cleared. Failure of Contractor/TP to provide completion notice may result in delay in invoice payment. DITCO's preferred method of receiving a completion notice is via Integrated Defense Enterprise Acquisition System (IDEAS). However, Contractors/TPs not authorized to obtain a PKI certificate may submit their completion notice via email to the applicable following address that issued the inquiry:

DITCO-Scott (IQO Section) disa.scott.ditco.mbx.pl8211@mail.mil
 DITCO-Scott (PL8212 Section) disa.scott.ditco.mbx.pl8212@mail.mil
 DITCO-Pacific (Ford Is Office) disa.jbphh.ditco.mbx.iqo@mail.mil
 DITCO-Pacific (Alaska Office) disa.jber.ditco.other.ditcoako@mail.mil
 DITCO-Europe (Stuttgart Office) disa.stuttgart.ditco.mbx.pl511@mail.mil
 DITCO-Europe (SWA Bahrain Office) disa.stuttgart.ditco.mbx.pl52@mail.mil

ACCEPTABLE CONTRACTOR/TELECOMMUNICATION PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 37 - JEOPARDY NOTICE - AUG 2017

Contractor/Telecommunications Provider (TP) shall immediately provide a Jeopardy Notice via Integrated Defense Enterprise Acquisition System (IDEAS) prior to the contracted service date as soon as Contractor/TP becomes aware contract service date may not be or cannot be met. A Jeopardy Notice must include following information: (1) Contract PIID number; (2) DITCO CSA number; (3) TSR number; (4) contracted service date; (5) explanation of why contracted service date may not be or cannot be

met; (6) revised service date requested; and (7) name, phone number, and email address of Contractor/TP representative that can be contacted for any questions concerning the Jeopardy Notice. DITCO's preferred method of receiving a jeopardy notice is via Integrated Defense Enterprise Acquisition System (IDEAS). However, Contractors/TPs not authorized to obtain a PKI certificate may submit their jeopardy notice via email to the applicable following address that issued the inquiry:

DITCO-Scott (IQO Section) disa.scott.ditco.mbx.pl8211@mail.mil
 DITCO-Scott (PL8212 Section) disa.scott.ditco.mbx.pl8212@mail.mil
 DITCO-Pacific (Ford Is Office) disa.jbphh.ditco.mbx.iqo@mail.mil
 DITCO-Pacific (Alaska Office) disa.jber.ditco.other.ditcoako@mail.mil
 DITCO-Europe (Stuttgart Office) disa.stuttgart.ditco.mbx.pl511@mail.mil
 DITCO-Europe (SWA Bahrain Office) disa.stuttgart.ditco.mbx.pl52@mail.mil

DISA's acknowledgement of the Contractor/TP's representation of delayed performance is not an explicit or implicit acceptance of the performance delay nor is it a waiver of any rights or remedies allowed under the contract, the FAR, or applicable case law. Moreover, it is not an acknowledgment that DISA is responsible for any part of the Contractor/TP's delayed performance.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATION PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 38 - STATUS REPORT - AUG 2017

Due to the criticality of this telecommunications service, Contractor/Telecommunications Provider (TP) shall provide an updated status report to DITCO contracting officer weekly. Status report shall include (1) Contract PIID number; (2) DITCO CSA number, (3) TSR number, (4) contracted service date, (5) explanation of current status of telecommunications service installation and how current status provides assurance that contracted service date will be met, and (6) name, phone number, and e-mail address of Contractor/TP representative to contact for any questions concerning the status report.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 39 - CIRCUIT DOCUMENTATION - AUG 2017

Contractor/Telecommunications Provider (TP) shall provide complete circuit routing maps for the end-to-end circuit documenting physical routing and location of supporting equipment and facilities. Contractor/TP maps/diagrams provided for quotes must reflect the most accurate information and route details available at the time the quote is submitted. Information provided in the maps will be used to determine if the Contractor/TP's quote meets the technical requirements identified in the Inquiry. Lack of required information or detail may result in the vendor solution to be determined technically unacceptable.

Contractor/TP will provide updated maps/diagrams to DITCO no later than 30 days after the vendor sends the Notice of Completion (NOC), if there have been any authorized changes made to the original fiber path/routes or any technical details (including round-trip latency) provided in the original quote. If no changes have been made, vendor will include a statement on their NOC that the original diagrams/maps provided reflect the as-built route/path/configuration.

Such documentation shall be provided to the DITCO contracting office and contact at each service point post award and prior to acceptance by the U.S. Government acceptance activity.

Specific documentation requirements:

- A. Customer premise equipment (CPE) and interface at each termination location.
- B. Route maps showing the physical diversity requirements are being met.
- C. Major equipment and facilities locations (i.e., multiplexers, switches, central offices, etc.) location and precise fiber distance between the commercial demark and the nearest Servicing Wire Center (SWC) or Central Office (CO) must be included for each

end of the leased portion of the circuit.

D. Location and address of all gateway Central Offices (hand-off between carriers).

E. Cable head, cable landing stations, and cable stations, if applicable.

F. Location of manholes and handholes in relationship to physical landmarks such as buildings, streets, bridges, etc. (where diversity requirements necessitate that level of detail).

G. Locations of slack coils to facilitate response to maintenance requirements.

H. Earth stations and satellite, if applicable.

This documentation must be provided in electronic format. Acceptable formats are Microsoft Office (PowerPoint, Word, and Excel), Visio, AutoCAD and Adobe PDF. DITCO Europe requires that electronic documentation be provided in .KMZ or .KML file formats.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

And provide the required information and maps/drawings.

STANDARD PROVISION - 41 - SCHEDULED OUTAGES - AUG 2017

To ensure this service is available to support U.S. Government requirements, Contractor/Telecommunications Provider (TP) shall utilize alternate or spare facilities whenever possible to eliminate or minimize service interruptions. However, when a scheduled service interruption cannot be avoided, Contractor/TP shall obtain the approval of appropriate approval authority before initiating any scheduled outage. To obtain such approval, a written "circuit release request" must be submitted to appropriate approval authority at least 21 calendar days prior to requested circuit release date.

When an interruption of service is required to correct hazardous or degraded conditions, a 48-hour prior notification is required, if practicable. Contractor/TP shall notify the U.S. Government service acceptance activity as soon as it is known that a service interruption will occur. The request from Contractor/TP must include the same information as identified below, and additionally, identify the hazardous or degraded conditions that exist which preclude providing the U.S. Government with 21-day advance notice.

In emergency situations, when loss of life or property might occur through lack of immediate action, Contractor/TP must make every reasonable attempt to notify the U.S. Government service acceptance activity identified on the CSA immediately, and coordinate arrangements for the service interruption to the maximum extent possible. Within five business days of the interruption, Contractor/TP must submit the same information as identified below, and additionally, identify the emergency conditions that existed which precluded providing the U.S. Government with 21-day advance notice.

"Circuit Release Request" must include following information: (1) Contractor/TP requesting circuit release, and name and phone number of Contractor/TP representative responsible for managing circuit release; (2) Contract PIID number; (3) DITCO CSA number of circuit for which release is being requested; (4) date and inclusive times of scheduled circuit release, along with an alternate circuit release date and time; (5) purpose of scheduled circuit release; (6) statement indicating all equipment, parts, and/or supplies required to complete action are on-hand, or their expected delivery date; (7) statement indicating that all avenues of bypass capability (e.g., alternate facilities, spare facilities, etc.) Have been considered; and (8) estimated maximum recovery time to restore circuit. The authority for approving circuit releases for this service is U.S. Government CCO/CMO. Failure of Contractor/TP to obtain an approved circuit release prior to initiating a scheduled outage may result in U.S. Government termination of this contract for default at no cost to U.S. Government and/or receipt of a negative past performance rating.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 42 - CONSIDERATION - AUG 2015

Upon Contractor/telecommunications Provider (TP) caused failure to provide telecommunications service by the specified date in the contract, failure to make progress as to endanger performance by that date, or failure to comply with any contract terms or conditions; U.S. Government may cancel or terminate this contract pursuant to contract clause DFARS 252.239-7007 at no cost to the Government. However, U.S. Government may elect to waive its right to cancel or terminate and request Contractor/TP to provide consideration to U.S. Government in lieu thereof. Consideration will be negotiated on a case-by-case basis. If Contractor/TP fails to meet the service date or comply with any contract terms or conditions and U.S. Government elects to request consideration, Contractor/TP hereby agrees to negotiate in good faith and provide such consideration. Quotes, which fail to accept this standard provision, may be excluded from consideration for award.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 44 - SYSTEM FOR AWARD MANAGEMENT REGISTRATION - MAR 2014

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective Contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)

(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A Contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The Contractor should indicate that it is a Contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

ACCEPTABLE VENDOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 45 - CONTRACTOR REGISTRATION - IDEAS - APR 2019

Contractor/Telecommunications Provider (TP) must (1) obtain a PKI certificate. (2) register for access to Integrated Defense Enterprise Acquisition System (IDEAS) by calling DISA GSD Technical Support 1-301-225-0000 or email disa.global.servicedesk.mbx.technical-support@mail.mil and provide the following information:

First name
last name
nickname(if desired)
email address
company name (as used by the U.S. Government)
phone number
company ideas representative

Once registered with a signed basic agreement, Contractor/TP can access ideas to download Inquiries, Orders, and Modifications sent directly to Contractor/TP, and to upload Quotes, Jeopardy Notices, and completion notices in response. An Order or Modification sent to Contractor/TP's in ideas is considered the official issuance of the Order or Modification by the U.S. Government. All information concerning Contractor access to ideas is located at <https://depsland.csd.disa.mil/html/vendor.html>.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 49 - DELIVERY TICKET INVOICE (DTI) - PAYMENTS - AUG 2019

As prescribed by the Department of Defense Financial Management Regulation (FMR) Volume 10, Chapter 7, Section 070203, Delivery Ticket Invoice (DTI) payments will be provided automatically by the US Government. Payment for telecommunication service provided under this contract order shall be made using the DTI contract payment method (please refer to G21 - CONTRACT PAYMENTS -DELIVERY TICKET INVOICE (DTI) in the Basic Agreement). The Contractor shall not submit separate invoices for telecommunication services provided under this contract order. This standard provision shall form the basis for payment for each accepted telecommunication service based on the following elements which must be included in the Notice of Completion combined with an email from an authorized government POC denoting acceptance.

- a. Contract number
- b. Communication Service Authorization (CSA)/Order Number
- c. Contractor name and address
- d. Description of service (Purpose statement of each individual order/modification)
- e. Contractor Circuit ID
- f. Date Service/Test Results Delivered
- g. Government Service Acceptance/Completion Date
- h. Government POC name and title that accepted the service
- i. Contractor Program Manager information, name, signature, title, and date
- j. Quantity
- k. Unit of Measure
- l. Non-Recurring Cost (NRC) Price
- m. Monthly Recurring Cost (MRC) Price

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: State YES, DTI or NO, DTI.

STANDARD PROVISION - 50 - INVOICING - IDEAS - AUG 2017

Contractor/Telecommunications Provider (TP) must submit invoices with the Contract PIID number and the CSA number in the proper invoicing format. IDEAS CSAs are 11 to 13 characters long. In order to invoice correctly the proper spacing is required. After the Telco (2-4 alphanumeric characters) there needs to be 7 spaces before the circuit number (6 digits).

Examples:

IDEAS CSA INVOICE CSA

MELA123456EBM MELA 123456EBM (7 SPACES)

MEL123456EBM MEL 123456EBM (8 SPACES)

ME123456EBM ME 123456EBM (9 SPACES)

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE:

"UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 51 - MONTHLY OUTAGE REPORT - AUG 2017

The primary Contractor/Telecommunications Provider (TP) shall provide a monthly report of circuit outages addressing when and why this leased services was reported out of service. One consolidated report may be submitted when more than one leased circuit provided by the Contractor/TP is reported out of service. However, each circuit outage must be reported separately, using the format below. Only closed outages shall be included in the report. Therefore, if an outage ticket is still open on the last day of the month it shall be reported on the following month's report. If the Contractor/TP has no outages to report among its inventory of DITCO Orders or Circuit Demands, no monthly report is required; however, the Contractor/TP will advise that no report is being provided as no outages have occurred. The reports must be provided electronically. Acceptable applications are Microsoft Word, Excel and Adobe Acrobat pdf. The monthly report shall contain the following information:

- a. Contract PIID Number:
- b. CCSD Number:
- c. CSA and Circuit ID/ALLA Number:
- d. Bandwidth or Data Rate:
- e. Circuit Availability Rate:
- f. Time Started/Date logged out to Contractor/TP:
- g. Time Ended/Date logged in from Contractor/TP:
- h. Duration of outage in Hours/Minutes:
- i. Contractor/TP representative: Company Name, Commercial Outage Ticket Number, Technician's Name, E-mail Address and Phone Number.
- j. Government POC: Organization, Full Name, E-mail Address and Phone Number of the POC that reported the outage.
- k. Remarks: (Detailed description of the reason for outage and the Contractor/TP action taken to restore service).

Reports shall be submitted via the appropriate following email address to the DITCO field office that issued the Order or Circuit Demand no later than the 15th day of the month following the reporting month.

DITCO-Scott disa.scott.ditco.mbx.1368-outage-info@mail.mil

DITCO-Pacific (Ford Is Office) disa.fordisland.ditco.mbx.cmdr-ditco-pac@mail.mil

DITCO-Pacific (Alaska Office) disa.jber.ditco.other.ditcoako@mail.mil

DITCO-Europe (Stuttgart Office) disa.stuttgart.ditco.mbx.pl511@mail.mil

DITCO-Europe (SWA Office) disa.stuttgart.ditco.mbx.pl52@mail.mil

Outage credits will be due no later than the next Billing Cycle/Month following the outage in accordance with 52.239-9000 OUTAGE CREDIT in the basic agreement.

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "UNDERSTAND/WILL COMPLY."

STANDARD PROVISION - 52 - APPROVED PRODUCTS LIST - JUL 2019

Department of Defense (DoD) Instruction 8100.04, DoD Unified Capabilities, (December 9, 2010), establishes governing policy for products and services that support and connect to the DoD Information Network (DoDIN). DoDI 8100.04 also sets forth instructions that are implemented by the Defense Capabilities Requirement (formerly the Unified Capabilities Requirement document), the DoDIN Approved Products List (APL), and the DoDIN Service Provider Equipment (SPE) List. The DoDIN APL lists products that have been certified for Cybersecurity and Interoperability and are approved for use within and on DoD networks. The DoDIN SPE lists products that may be used to interface with the DoDIN when used by Internet Service Providers (ISP) or other Telecommunications Providers. For the purposes of this solicitation, equipment at the point of interface with the Government's network must conform to either the DoDIN APL or the DoDIN SPE.

VENDOR/TELECOMMUNICATIONS PROVIDER (TP) must list all equipment the TP or any subcontractor will use at the point of interface with the Government's network. The Government has the right to evaluate the list of equipment at the point of interface with the Government's network to ensure it is compliant with either the DoDIN APL or the DoDIN SPE. A TP's failure to list equipment used at the point of interface with the Government's network, or inclusion of equipment not on the DoDIN APL or the DoDIN SPE, may result in the TP being deemed not technically acceptable. Additionally, during the period of performance, service delivery, and contract administration, the TP is required to ensure the TP and all subcontractors use only equipment that conforms to DoDIN APL or DoDIN SPE requirements at the point of interface with the Government's network. If at any time during the performance of this contract/order the specified equipment will not be in compliance with the requirements of this provision, the TP must notify the Contracting Officer prior to installation. The Government has the right to review the equipment used at any time during this contract/order. When determined by the Government that an exception is in the Government's best interest, the Government or the TP may seek an exception to policy in accordance with DoDI 8100.04 or the DoDIN APL Process Guide to allow the TP to use equipment beneficial to the Government's mission.

The DoDIN Approved Products List and applicable procedures can be accessed at:
<https://aplits.disa.mil/processAPList.action>

The DoDIN Service Provider Equipment List can be accessed at:
<https://aplits.disa.mil/dodinspe>

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "BY SUBMISSION OF THIS QUOTE, I (AS THE TP) CERTIFY THAT I UNDERSTAND THE PROVISION OUTLINED AND WILL COMPLY."

The submission of this quote/proposal constitutes the Telecommunications Provider's Certification that the TP has complied with the terms of the provision, and acknowledges that the TP's continued compliance with the provision is a material precondition for the Government's continued payment under the contract.

STANDARD PROVISION - 53 - CRITICAL INFRASTRUCTURE COMPLIANCE - JUL 2019

A critical element of our national security is the security of America's communications networks. Threats to the security of our nation's communications networks posed by certain telecommunications equipment or service providers are a matter of concern as reflected in both Executive Branch regulations and Congressional legislation.

In order to protect against national security threats to our nation's communication networks, and comply with federal law, DISA will not procure, obtain, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The term "covered telecommunications equipment or services" is defined in the National Defense Authorization Act ("2019 NDAA"), Pub. L. 115-232, Sec. 889, and, among others, includes telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). However, as indicated in the 2019

NDAA, the above prohibition does not prohibit the U.S. Government from contracting with an entity providing a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements. For the purposes of this solicitation, interconnection arrangement means that the prime Contractor/Telecommunications Provider (TP)'s solution links its own 2019 NDAA compliant circuit/network through an entrance facility, to a third-party TP's circuit/network to deliver telecommunications service between the prime Contractor/TP's customers and the third-party TP's customers. Backhaul means the Contractor/TP's solution links its own 2019 NDAA compliant circuit/network through an entrance facility, to a third-party TP's circuit/network, and uses a portion of the third-party TP's circuit/network for delivery of service that again connects to the prime Contractor/TP's network/customers. See e.g., *Pac. Bell Tel. Co. v. Cal. PUC*, 621 F.3d 836, 842 (9th Cir. 2010).

In order to be eligible for (contract) award, contractor/Telecommunications Provider (TP) must certify in writing in its quote/proposal the following:

1. Not including backhaul, roaming, or interconnection arrangements with third parties, Contractor/TP does not propose any solution that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, or the Contractor/TP has obtained a waiver in accordance with the 2019 NDAA.
2. Telecommunications equipment the Contractor/TP will use for providing the service proposed is not from a "covered foreign country," i.e. China.
3. For the service requested in this solicitation, Contractor/TP does not produce or provide "covered telecommunications equipment or services".
4. Even if the prime Contractor/TP's solution relies upon the exception of backhaul, roaming, or interconnection arrangements for delivery of some portion of the circuit/network, the solution will not use Telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation (or any subsidiary or affiliate of such entities), or other covered telecommunications equipment/service on U.S. Government camps/posts/stations, or that directly connects to U.S. Government facilities.

During evaluation and administration of any resulting contract, the Government may consult other sources to determine whether the Contractor/TP is in compliance with the certification. Furthermore, the Government may inspect the Contractor/TP's equipment or services in accordance with the terms of the contract/ order that will result from this contracting opportunity. Failure to comply with the certification may result in termination of the contract for default or cause. If the Government determines that the security risks caused by the Contractor/TP's failure to comply with the certification can be eliminated or significantly reduced, then the Government shall require the contractor to take all necessary measures to mitigate such risks. Mitigation measures shall include removal and replacement of "covered telecommunications equipment" at no cost to the Government

ACCEPTABLE CONTRACTOR/TELECOMMUNICATIONS PROVIDER (TP) RESPONSE: "BY SUBMISSION OF THIS QUOTE, I (AS THE TP) CERTIFY THAT I UNDERSTAND THE PROVISION OUTLINED AND WILL COMPLY."

The submission of this quote/proposal constitutes the Telecommunications Provider's Certification that the TP has complied with the terms of the provision, and acknowledges that the TP's continued compliance with the provision is a material precondition for the Government's continued payment under the contract.